

Macedonia Plaza Development LLC
767 Third Avenue, 33rd Floor
New York, NY 10017

March 8, 2013

VIA ELECTRONIC FILING

Hon. Jeffrey C. Cohen
Acting Secretary to the Commission
New York State Public Service Commission
3 Empire State Plaza
Albany, NY 12223-1350

Re: Notice of Intent to Submeter Electricity at a Building Located at 37-22 Union Street, Flushing, NY 11213

Dear Acting Secretary Cohen:

Macedonia Plaza Development LLC ("the "Owner")¹ owns the above-referenced property (the "Building"). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the "Notice") the 143 residential rental units under development in the Building, which is located within the service territory of Consolidated Edison Company of New York, Inc. ("Con Edison").²

The Building is under construction, which is expected to be completed later this year. Currently then, there are no residential tenants in the Building.

As set forth in detail below, the Owner's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Commission approve the Notice.

A. Description of the type of submetering system to be installed:

Quadlogic's MiniCloset-5c meters will be installed in the Building. The MiniCloset-5c meters will measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter will include a non-volatile memory and an easy-to-read LCD 6-digit display. Additionally, the meter will monitor and store an apartment's daily and interval electric usage and will retain this information for

¹ See attached corporate documentation at Exhibit 1.

² The Building also contains approximately 10,000 square feet of retail space on the ground floor. Commission approval is not required for submetering the commercial space in the Building (*see* Case 12-E-0381 – *In the Matter of Deregulating Commercial Submetering in All Service Territories and Requiring Utilities to Provide Ready Access to Bill Calculators for Use by All Electric Customers*, Order Authorizing Commercial Submetering And Requiring Rate Cap Bill Calculator [Feb. 20, 2013]).

approximately 60 days. The Quadlogic MiniCloset-5c system meets ANSI C12.1 and C12.16 American National Standards Institute – Code for Electricity Metering.

Remote reading capability will be possible through the use of Quadlogic Controls Power Line Carrier system, which is installed in more than 60,000 apartment units in the New York metropolitan area. The system will also feature sophisticated self-diagnostics to ensure reliable operations and may be upgraded to provide advanced data.³

This submetering system will be capable of service termination to individual units in the event of nonpayment, subject to the Home Energy Fair Practices Act (“HEFPA”).

B. Description of the methods to be used to calculate bills for individual residents:

The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, a resident’s kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5%) will be added to arrive at the total cost.⁴

The Con Edison Service Classification SC-1 rate is a combination of various items, including:

- **Basic Customer Charge:** This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- **kWh Cost:** This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).
- **Systems Benefit Charge (“SBC”)/Renewable Portfolio Standard (“RPS”):** This is an additional charge per kWh.
- **Fuel Adjustment:** The sum of Market Supply Charge (“MSC”) and Monthly Adjustment Charge (“MAC”) adjustment factors.
- **Utility Tax:** The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
- **Sales Tax:** The current New York State (“NYS”) sales tax.

The following is an example of the formula that will be used to derive a resident’s electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

³ See Quadlogic Specifications at Exhibit 2 for further details about the MiniCloset-5c meters.

⁴ See sample bill from Quadlogic at Exhibit 3.

		Total
Basic Charge		\$YY.YY
kWh	.XXXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times .045000	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Resident Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.⁵

Each billing period, Quadlogic, as the Owner's electric billing company, will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.⁶

C. Plan for complying with the provisions of HEFPA:

See the attached HEFPA documents for the Building.⁷

D. Submetering Identification Form:

See the attached completed Submetering Identification Form for the Building.⁸

E. Description of the method to be used to back out electric charges from rent:

Since this is new construction, this provision is not applicable.

⁵ See 16 NYCRR § 96.1 (i).

⁶ See 16 NYCRR § 96.6 (j).

⁷ See Exhibit 4.

⁸ See Exhibit 5.

F. Certification concerning content of leases or agreements governing the premises to be submetered:

The Owner, by the undersigned, hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident shall be included in plain language in all leases or agreements governing the submetered premises.⁹

G. Proof of service that this Notice was sent to the local utility company:

See the attached proof of service that this Notice was sent by the Owner to Con Edison.¹⁰

H. Documentation regarding refrigerators in all rental dwelling units:

Since this is new construction, this provision is not applicable to the Building. Nevertheless, for information concerning the refrigerators in the residential apartments, see section I below.

I. Description of the electric energy efficiency measures that have been or will be installed:

The Building has many energy-efficient features, including:

- Cogeneration: the cogeneration plant consists of two 100Kw cogeneration units for a total electric generating capacity of 200kw. Inverter-based generators are driven by naturally-aspirated, reciprocating natural gas fired engines with exhaust heat recovery heat exchangers critical grade exhaust silencers. The electrical interconnect is parallel grid. All power generated on site is being consumed on site (i.e., no power is being fed to the grid). The cogeneration units have the ability to run isolated from the electric grid ("island mode") and will serve as standby power for a portion of the Building's electrical load during any power outages. The maximum capacity in island mode is 250Kw. Waste heat is recovered from the engines and exhaust heat exchangers and delivered to the primary boiler loop to supplement heating during the heating season. During the cooling season, waste heat is delivered to the absorption chillers for chilled water production. Domestic water heating is also provided using waste heat.
- Chilled water plant: a central chilled water plant consisting of two 80-ton, single-effect hot water fired absorption chillers provides chilled water for air conditioning to the residential rental units in the Building. Under normal operating conditions, waste heat from the cogen engines is delivered to the absorption chillers for chilled water production. In the event that the cogeneration plant is inoperative, hot water is provided by the boilers. The chilled water distribution system is a constant flow

⁹ See attached draft lease rider at Exhibit 6.

¹⁰ See Exhibit 7.

primary system with variable flow secondary chilled water distribution to the Building. Condenser water cooling for all chillers is through a common counter-flow, induced draft cooling tower. Condenser water flow is constant flow for all operating chillers and the cooling tower fans are provided with variable frequency drives.

- **Boiler plant:** a central boiler plant consisting of three 1500 MBH natural gas fired boilers provides heat for the residential rental units. A substantial portion of the Building's heating needs is provided with waste heat from the cogeneration units. Boilers are provided as a supplemental heat source and are sized to provide all of the Building's heating requirements in the event the cogeneration units are inoperative. The heating water distribution system is a constant flow primary boiler loop with the variable flow secondary hot water distribution to the Building. Heat exchangers are provided to isolate the primary boiler/cogen loop from the system hydraulic pressure experienced by multi-story buildings.
- **Building Computer-Controlled Energy Management System ("BEMS"):** the Building's boiler, chiller, cogeneration plant, and HVAC systems are controlled by a central BEMS, which operates all energy systems automatically and for maximum energy efficiency.
- Variable frequency drives ("VFD") on systems with variable loads
- Energy-efficient lighting
- Floor-to-ceiling Low-E windows
- Water-conserving fixtures
- High-performance exterior envelope
- Recycled & regional materials used through-out construction
- ENERGY STAR® labeled appliances

All of the appliances in the residential apartments are ENERGY STAR® labeled. The following is a list of the appliances that are installed in the residential apartments:

Appliance	Manufacturer(s)	Model #
Refrigerator	Summit	#FF1410 ENERGY STAR®
Oven	General Electric	#JGBS07DE ENERGY STAR®
Range Hood	General Electric	#JN327 ENERGY STAR®

J. Description of information and education programs to residents on how to reduce electric usage:

Upon leasing, residents will be provided with certain energy efficiency/conservation information.¹¹

¹¹ See Exhibit 8.

K. Information if 20% or more of the residents receive income-based housing assistance:

Although 16 NYCRR Part 96 does not define the term “income-based housing assistance,” as explained below, 16 NYCRR § 96.5 (k) is not applicable to the Building.

The Owner receives a 421-a real estate tax exemption for the Building. As a result, all 143 apartments are rent stabilized and follow the regulations set forth by the New York City Rent Guidelines Board.

The Building is in the Low-Income Affordable Marketplace Program (“LAMP”). Sponsored by the New York City Housing Development Corporation (“HDC”), LAMP “combines a first mortgage, funded through proceeds from the sale of variable or fixed rate tax-exempt private activity bonds, with a second mortgage, provided through HDC corporate reserves, as-of-right ‘4%’ Federal Low Income Housing Tax Credits, and other subsidies, to produce housing affordable to those earning less than 60% of New York City’s Area Median Income (AMI).”¹² Eligible uses under LAMP include “[n]ew construction, substantial rehabilitation and conversions of non-residential buildings on an as-of-right-basis for developments containing a minimum of fifty (50) residential units. Tax credit eligible units must be affordable to those earning 60% AMI or below.”¹³ The eligible tenants in the LAMP are *not* issued vouchers, such as the Section 8 Housing Choice Vouchers that have been considered in other Commission orders concerning submetering.¹⁴ Therefore, this provision is not applicable to the Building.

L. Information if building is an electric heat property:

The Building is not an “electric heat property.”¹⁵ Residential heating and cooling is provided through two-pipe vertical fan coils. Heated hot water and chilled water is delivered to fan coils from the central plant through a two-pipe secondary distribution system. Variable frequency drives are provided on the secondary hot/chilled water pumps to minimize energy consumption. Main residential fan coils are provided with outside air capability for ventilation of residential apartments. Primary heating and cooling is accomplished with hot/chilled water coils within the fan coil unit. The fan coils contain a supplementary electric heating coil that provide heat during the spring and fall seasons when heating hot water is not available. The temperature is controlled with unit-mounted programmable thermostats.

¹² <https://www.nychdc.com/content/pdf/Developers/LAMP%20termsheet.pdf>

¹³ *Id.*

¹⁴ See e.g. Case 08-E-0838 – *Petition of North Town Roosevelt, LLC, to Submeter Electricity at 510-580 Main Street, Roosevelt Island, New York, Located in the Territory of Consolidated Edison Company of New York, Inc., Order Reinstating Submetering Approval at North Town Roosevelt with Conditions* (Oct. 28, 2011).

¹⁵ 16 NYCRR § 96.1 (f).

M. Information if building is a conversion from direct metering:

This provision is not applicable to the Building.

N. Other information required by prior Commission Order:

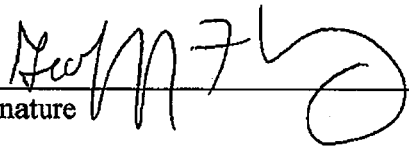
This provision is not applicable to the Building.

In sum, the Owner's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Commission approve the Notice.

Thank you in advance for your attention in this matter. Please contact our attorney, John T. McManus of Harris Beach PLLC, at 518.701.2734 or jmcmanus@harrisbeach.com with any questions about this Notice.

Sincerely,

Macedonia Plaza Development LLC


Signature

Geoff Plourde, Managing Member
Name (printed), Title

Enclosures

cc: John T. McManus, Esq. (*via email only*)
Quadlogic Controls Corporation (*via email only*)

EXHIBIT 1

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on March 5, 2012.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

120105000 587

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231
www.dos.state.ny.us

**CERTIFICATE OF PUBLICATION
OF
MACEDONIA PLAZA DEVELOPMENT LLC**

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

The undersigned is the authorized person

(Title)*

of MACEDONIA PLAZA DEVELOPMENT LLC

(Name of Domestic Limited Liability Company)

If the name of the limited liability company has changed, the name under which it was organized is: _____

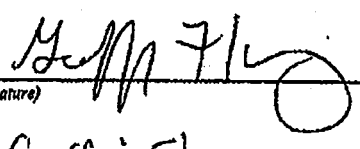
The articles of organization were filed by the Department of State on: FEBRUARY 07, 2011

The published notices described in the annexed affidavits of publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

1/4/2012
(Date)


(Signature)

Gerffroi Flournoy
(Type or Print Name)

* This certificate must be signed by a member, manager, authorized person or attorney-in-fact. If the certificate is signed by an attorney-in-fact, include the name and title of the person for whom the attorney-in-fact is acting. (Example, John Smith, attorney-in-fact for Robert Johnson, member.)

DOS-1703 (Rev. 04/07)

NY091 - 4/16/07 CT System Online

120105000587

NEWSDAY

AFFIDAVIT OF PUBLICATION

ASPECT LEGAL ADVERTISING
PO BOX 386
POMPTON PLAINS, NJ
07444

Under Section 206 of the Limited Liability Company Law

STATE OF NEW YORK)

SS.:

Legal Notice No. 16779332

COUNTY OF SUFFOLK)

The undersigned is the publisher of **Newsday**, a daily newspaper printed in Melville, County of Suffolk, State of New York, and circulated in Nassau, Suffolk and Queens Counties.

A Legal Notice regarding Macedonia Plaza Development LLC was published in said newspaper once in each week for six successive weeks, commencing on 11/02/2011 and ending on 12/07/2011. The text of the notice as published in said newspaper is as set forth below or in the annexed exhibit. This newspaper has been designated by the Clerk of Queens County for this purpose.

By:



Tamika Alexander

SWORN to before me this
9th Day of December 2011.

"Authorized Designee of Fred Groser, Publisher of Newsday"



GUY P WASSER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WA6048924
Qualified in Suffolk County
My Commission Expires October 20, 2014

Legal Notice 16779332

Notice of Formation of Macedonia Plaza Development LLC. Arts. of Org. filed with NY Dept. of State on 2/7/11. Office location: Queens County. Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to: Katten Muchlin Rosenman LLP, 675 Madison Ave., NY, NY 10022, Attn: Andrew L. Jagoda, Esq., regd. agent upon whom process may be served. Purpose: any lawful activity.

16779332 ASPECT LEGAL AD Mo 12.12.11 15:59

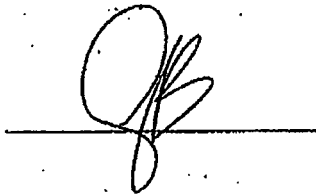
Affidavit of Publication

"Affidavit of Publication under section 206 of the
Limited Liability Company Law.

State of New York,
County of Queens, ss.:

The undersigned is the publisher of The Queens Gazette, a weekly
newspaper published in Queens, New York. A notice regarding

Macedonia Plaza Development LLC
was published in said newspaper once in each week for six succes-
sive weeks, commencing on 11/21/11 and ending on 12/7/11.
The text of the notice as published in said newspaper is as set forth
below, or in the annexed exhibit. The newspaper has been designated
by the Clerk of Queens County for this purpose.



Tony Barsamian

DOMENICO PINTO
Notary Public, State of New York
No. 01P14689328
Qualified in Queens County
Commission Expires March 30, 2015
Sworn to before me this 7th day of December, 2011

LEGAL NOTICE

Notice of Formation of
Macedonia Plaza
Development LLC, Arts. of
Org. filed with NY Dept. of
State on 2/7/11. Office loca-
tion: Queens County, Sec. of
State designated agent of LLC
upon whom process against it
may be served and shall mail
process to: Katten Muchin
Rosenman LLP, 575 Madison
Ave., NY, NY 10022, Attn:
Andrew L. Jagoda, Esq., regd.
agent upon whom process
may be served. Purpose: any
lawful activity. 6X 12/7/11 QG

CT-97

120105000 587

CERTIFICATE OF PUBLICATION
OF
MACEDONIA PLAZA DEVELOPMENT LLC

(Name of Domestic Limited Liability Company)

Under Section 206 of the Limited Liability Company Law

Filed by: Katten Muchin Rosenman LLP
(Name)

575 Madison Avenue
(Mailing Address)

New York, NY 10022
(City, State and Zip Code)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED 'JAN 05 2012

TAX \$ 0

BY: ll

Cust Ref 8226961 (as)

Note: This form was prepared by the New York State Department of State for filing a certificate of publication for a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a \$50 filing fee payable to the Department of State.

For DOS Use Only

DRAWN

2012 JAN -5 PM 1:16

Attach this page after the affidavits of publication.

652

FILING RECEIPT

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ENTITY NAME: MACEDONIA PLAZA DEVELOPMENT LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: QUEE

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FILED:02/07/2011 DURATION:***** CASH#:110207000125 FILM #:110207000113

FILER:

EXIST DATE

EUGENE LERMAN
KATTEN MUCHIN ROSENMAN LLP
575 MADISON AVENUE
NEW YORK, NY 10022

02/07/2011

ADDRESS FOR PROCESS:

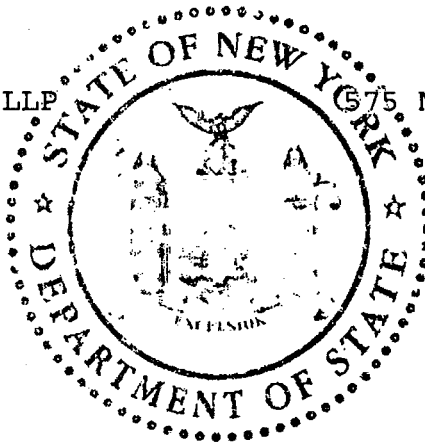
KATTEN MUCHIN ROSENMAN LLP
ATTN: ANDREW L. JAGODA, ESQ.
NEW YORK, NY 10022

575 MADISON AVENUE

REGISTERED AGENT:

ANDREW L. JAGODA, ESQ.
LATTEN MUCHIN ROSENMAN LLP
NEW YORK, NY 10022

575 MADISON AVENUE



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SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07 *

FEES 260.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 260.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 260.00
OPAL 0.00
REFUND 0.00

=====

8064217MC

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on February 7, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

110207000

113

CT-07

ARTICLES OF ORGANIZATION

OF

Macedonia Plaza Development LLC

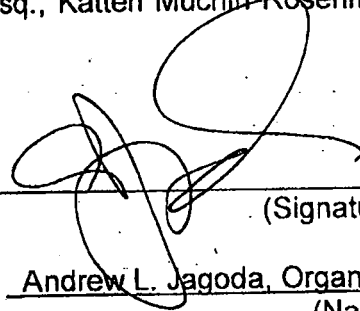
Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is Macedonia Plaza Development LLC.

SECOND: The county within this state in which the office of the limited liability company is to be located is Queens.

THIRD: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her is Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attention: Andrew L. Jagoda, Esq.

FOURTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is Andrew L. Jagoda, Esq., Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022.



(Signature)

Andrew L. Jagoda, Organizer
(Name)

110207000

113

CT-07

Articles of Organization

of

Macedonia Plaza Development LLC

Under Section 203 of the Limited Liability Company Law

RECEIVED
2011 FEB -4 PM 4:05

FILED

2011 FEB 7 AM 9:39
Filed by:

Eugene Lerman
(Name)

Katten Muchin Rosenman LLP, 575 Madison Avenue
(Mailing address)

New York, New York 10022
(City, State and ZIP code)

1cc
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 07 2011

TAXS

BY: KV

cost ref # 8064217mc

DRAWDOWN

125

EXHIBIT 2

MiniCloset-5c Technical Specifications (MC-5c)

Metering Specifications

Metered Voltage: 120, 208, 220, 230, 240, 277, 347, 380, 400, 416, 480, 600 (Voltage specific)
Delta or Wye, 50/60 Hz

Current Input: 0.1 Amp or 5 Amp (CL10) inputs available

Field programmable: (8) 3-phase meters, (12) network meters, or (24) single phase meters

Four quadrant Consumption & Demand for each of the 24 channels:

Delivered and received: kW, kVARLeading, kVARLagging, & kVA Volts-squared
hours & amp-squared hours

Programmable interval data & peak demand:

5 min to hourly window, block or rolling block demand

Meter total and/or by phase

Real time per phase: Voltage, current, phase angle, power factor, THD, watts, VARs, VA and frequency

Time of Use: Up to 16 blocks per day available for all metering parameters

Meets ANSI C12.1, Industry Canada: MC#AE-1148

UL, UL-C File E204142

IEC Optical Communication Interface (Standard Feature)

Additional Features

Pulse Datalogger Module (PDM-12): Maximum 4 PDM-12 units per MC-5c
Up to 48 Form A dry contact pulse inputs for water, BTU, gas, other
Power supplied by MC-5c
Pulses can be logged in programmable intervals and will count during power outage

PDM-12 Specifications: Max. Distance: 300 feet from pulse meter to PDM (18 gauge min.)
300 feet of CAT5 cable (to connect all 4 PDMs to MC-5c)

Min. Pulse Width: Power on: 50 msec, Power off: 500 msec

When the MC-5c loses power or is disconnected from the PDM, the PDM has the capability to record pulses but the sample rate is reduced.

Max. Pulse Rate: Power on: 10 pulses/sec max, Power off: 1 pulse/sec max

Peak voltage: 5.5V, Peak current: not applicable

Isolation: 2.5kV isolation between pulse output and AC line

Max. signal debounce tolerance: 20 msec

Pulse Data Module Encoded (PDME): Reads Sensus UI-1203 protocol-encoded register
Maximum 4 PDME units per MC-5c. (Up to 24 Sensus meters)
(Contact manufacturer for specs.)

Demand Reset: Allows local reset of peak demand register

Data Interrogation Options: IQ Software
MV-90 TIM module
ASCII-based, open-data protocol
Open-source data conversion program

Communications Options

Power Line Communications (standard feature) Modbus RTU protocol (2-wire RS-485)

IEC optical probe Network data link (4-wire RS-485)

19.2K internal modem RS-232 serial port

Accuracy

+ 0.5% @ unity and 50% power factor;

1-100% of full-scale (excluding external CT error)

Liquid Crystal Display

Push button scroll, 32 digit liquid crystal display (16 digit x 2 rows)

6 whole digit consumption register, Data digit height: 0.31"

Programmable display scroll & decimal place display

Memory

512 kbyte non-volatile flash memory retains daily and interval data

During power outage:

- Flash memory retains daily and interval data

- Long-life lithium battery maintains time, logs incoming pulses and retains data acquired within the incomplete interval at the time of the outage

Operating Range/Environment

Voltage: 90% to 110%

Temperature: -20°C to +60°C

Transient/Surge Suppression: ANSI C37.90.1-1989

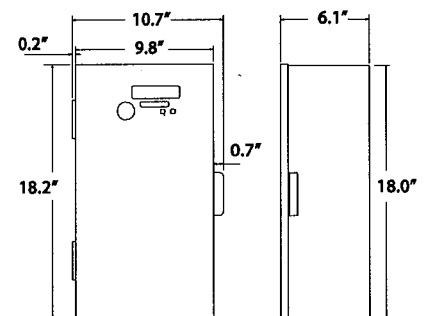
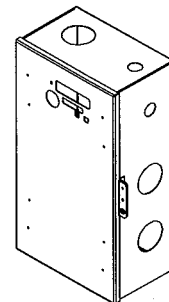
Humidity: 0 to 95% R.H. (non-condensing)

NEMA 1 rating: Pollution Degree 2

Dimensions & Shipping Weight

18.2"H x 10.7"W x 6.1"D

Shipping weight: 1 meter assembly: 34 lbs



For installation diagrams visit
www.quadlogic.com

QUADLOGIC

33-00 Northern Blvd., 2nd Floor Long Island City, NY 11101 Tel (212) 930-9300 Fax (212) 930-9394 www.quadlogic.com

EXHIBIT 3

MAKE PAYMENT TO South Tower Residential Condominium

For the Billing Period: 09/23/11-10/25/11
Rendered to 52E ACCT#t0006991

METER NO.	PREVIOUS READING	CURRENT READING	USAGE - KWH	AMOUNT - \$	RATE - \$
00022041	32,726.0	33,098.1	1,062.8	\$152.62	0.1436
00022041	47,124.3	47,815.0			

South Tower Residential Condo APT. 52E
25 Columbus Circle

PLEASE PAY BY:
Include with
monthly cmn.
charge pymt.

USAGE - KWH

1,062.8

AMOUNT DUE - \$

\$152.62

TENANT

52E
QB555



RETAIN THIS PORTION FOR YOUR RECORDS

RETURN THIS STUB WITH PAYMENT

EXHIBIT 4

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on [REDACTED], 2013 in Case [REDACTED]-Notice of Intent to Submeter Electricity at 37-22 Union Street, Flushing, NY 11354, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 37-22 Union Street, Flushing, NY 11354, is a submetered facility. Macedonia Plaza Development LLC ("Macedonia Plaza") is the owner of this building. The administration of submetering will be performed by an outside vendor, Quadlogic Controls Corporation ("Quadlogic"), located at 33-00 Northern Blvd., Long Island City, NY 11101. Quadlogic is a third-party agent under contract with Macedonia Plaza to invoice tenants for their monthly electric usage. Tenants will receive monthly bills from Quadlogic for their respective electric usage, which amounts are payable to Metro Greenlight, LLC, an affiliate of Macedonia Plaza.

If you have any questions/complaints concerning your electric bill, please contact Macedonia Plaza through its property manager, Dillette Villa, by telephone at (718) 363-0009, by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com. Macedonia Plaza shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State

Plaza, Albany, New York 12223, by telephone at 800-342-3377 or 212-417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electric bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate. Macedonia Plaza may terminate or disconnect service under certain condition (*i.e.*, nonpayment of electric bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact Macedonia Plaza. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando Macedonia Plaza.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Periodically, Macedonia Plaza will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electric costs in excess of your balanced billing amount paid. You may contact Macedonia Plaza to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electric you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to Macedonia Plaza and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert Macedonia Plaza by telephone or in writing and we will work with you.

If you are having difficulty paying your electric bill, please contact Macedonia Plaza by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, Macedonia Plaza can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. Macedonia Plaza will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electric service will be continued if your health or safety is threatened. When Macedonia Plaza becomes aware of such hardship, we can refer you to the Department of Social Services. Please notify Macedonia Plaza if the following conditions exist:

- (a) **Medical Emergencies.** You must provide a medical certificate from your doctor or local board of health; or
- (b) **Life Support Equipment.** If you have life support equipment and a medical certificate.

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.

To ensure that you receive all of the protections that you are eligible for, please contact Macedonia Plaza and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances.

Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify Macedonia Plaza with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to Macedonia Plaza.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

Please complete this form if any of the following applies. Return this form to:

**Macedonia Plaza Development LLC
Dillette Villa
767 Third Avenue, 33rd Floor
New York, New York 10017**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Unit Owner is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- ☐ Unit Owner is blind (Legally or Medically)
- ☐ Unit Owner has a permanent disability
- ☐ Unit Owner/resident of my house has a Medical Hardship (type):

- _____
☐ Unit Owner/resident of my house has a Life Support Hardship (type):
- _____

I receive government assistance.

- ☐ I receive Public Assistance (PA). My case number is:

- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

- ☐ Balanced billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Designee Signature

Residential Payment Agreement

Resident(s) Name(s): _____

Address: _____

Account No.: _____

The total amount owed to Macedonia Plaza Development LLC on this account as of **MM/DD/YYYY** is **\$XX.XX**.

Subject to 16 NYCRR § 11.10 (a-b) of the Home Energy Fair Practices Act ("HEFPA"), Macedonia Plaza Development LLC is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with a down payment of \$XX.XX, by MM/DD/YYYY, you will be entering into a payment agreement and, by doing so, will avoid termination of electricity service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Macedonia Plaza Development LLC may terminate your electricity service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, Macedonia Plaza Development LLC may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact Macedonia Plaza Development LLC through Dillette Villa by telephone at (718) 363-0009, by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX (in addition to your current electricity charges)

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on this process.

Yes! I would like Budget Billing: ☐

Acceptance of Residential Payment Agreement:

Resident(s) Signature(s): _____ Date: _____

This agreement has been accepted by Macedonia Plaza Development LLC. If you and Macedonia Plaza Development LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, along with the down payment of \$XX.XX, by MM/DD/YYYY to Macedonia Plaza Development LLC. If this is not done, your electricity service may be terminated.

**CONFIDENTIAL
ASSET EVALUATION FORM**

Tenant's/Tenants' Name(s):

Unit No.:

Account No.:

1. Please provide your employer's name, address, and phone number:

2. What is your monthly income?

3. Please identify all other forms of income (ex, unemployment, disability, and/or other public assistance benefits) and the amounts of each:

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due, and the amount of the monthly payment on each:

6. What is your monthly rent payment?

7. List other assets and value of each (ex, stocks and bonds):

8. List other debts (ex, bank loans, credit lines, utility bills) and the amount of the monthly payment on each:

9. Please identify all other monthly expenditures by amount:

- Food expenses \$

- Medical expenses \$

- Telephone bills \$

- Utility bills \$

- Mandatory loan/credit card payments \$

- Other (please identify amount by category) \$

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

Macedonia Plaza Development LLC
Dillette Villa
767 Third Avenue, 33rd Floor
New York, New York 10017

Resident(s) Name(s): _____

Address: _____

Account No.: _____

The above resident/customer has been sent a final notice of termination of electricity service. If the total payment due of **\$XX.XX** is not paid by **MM/DD/YYYY**, termination of their electricity service may occur any time after **MM/DD/YYYY**.

BUDGET BILLING PLAN

Resident(s) Name(s): _____

Address: _____

Account No.: _____

As set forth below, Macedonia Plaza Development LLC ("Macedonia Plaza") agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan (the "Plan").

The Plan requires that you pay **\$XX.XX** per month for the 12-month period starting with the billing cycle commencing on **MM/DD/YYYY** and ending on **MM/DD/YYYY**.

This monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ kWh, based on your or the premises' last 12 months of actual consumption.

The Plan shall be subject to regular review for conformity with actual billing. Macedonia Plaza reserves the right to recalculate the monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

Each month, you will be billed the equal monthly payment and you will be required to pay that amount. Your bill will inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to a final termination notice pursuant to the Home Energy Fair Practices Act or other collection remedies.

In the last month of the Plan, Macedonia Plaza shall true up your account based on a comparison of the billing under the Plan and the amount you would have been charged for the 12-month period if you were not on the Plan. If you owe Macedonia Plaza a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

[] Yes! I would like budget billing and agree to the terms of the Plan.

Acceptance of Agreement:

Resident(s) Signature(s): _____

Date: _____

Macedonia Plaza Development LLC: _____

Date: _____

Return one signed copy to Macedonia Plaza through Dillette Villa, by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com by MM/DD/YYYY.

Past Due Reminder Notice

RESIDENT(S) NAME(S): _____
ADDRESS: _____
ACCOUNT NO.: _____

On **MM/DD/YYYY**, you signed a Residential Deferred Payment Agreement (“DPA”), which obligated you to make a down payment of **\$XX.XX** by **MM/DD/YYYY** and regular payments of **\$XX.XX** (in addition to your current electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As a result, we are hereby notifying you that you must meet the terms of the existing DPA by making the necessary payment within twenty (20) calendar days of the date payment was due or a final termination notice may be issued to terminate your electricity service.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact Macedonia Plaza Development LLC through Dillette Villa, by telephone at (718) 363-0009 or by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

The total amount owed to Macedonia Plaza Development LLC for this account as of MM/DD/YYYY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE DATED:

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

Your account is now ninety (90) days overdue. Please make payment of **\$XX.XX** by **MM/DD/YY** or we shall institute termination of your electricity service.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID INITIATION OF TERMINATION OF YOUR ELECTRICITY SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact Macedonia Plaza Development LLC through Dillette Villa, by telephone at (718) 363-0009 or by mail 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, elderly, blind, or disabled.

Sincerely,

Macedonia Plaza Development LLC

FINAL TERMINATION NOTICE DATED:

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

By letter dated **MM/DD/YY**, we notified you that your failure to remit the past due amount of **\$XX.XX** by **MM/DD/YY** would result in our terminating your electricity service. Our records indicate that we have not received your payment. Please remit **\$XX.XX** or your service will be terminated after **MM/DD/YY**.

If you disagree with the amount owed, you may call or write Macedonia Plaza Development LLC ("Macedonia Plaza") through Dillette Villa, by telephone at (718) 363-0009, by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com, or you may contact the Public Service Commission at 800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO OUR ATTENTION WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR ELECTRICITY SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact Macedonia Plaza through Dillette Villa, by telephone at (718) 363-0009, by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com. Further, please contact Macedonia Plaza if you or anyone in your household meets any of the following conditions: medical emergency, elderly, blind, or disabled.

Sincerely,

Macedonia Plaza Development LLC

EXHIBIT 5



New York State Public Service Commission
Office of Consumer Services

Submetering Identification Form



Name of Entity MAKEDONIA PLAZA DEVELOPMENT, LLC			Corporate Address 767 3RD AVENUE		
City NEW YORK	State NY	Zip 10017	Web Site		
Phone 212 499-1750			Utility Account Number NO METER		
Chief Executive GEOFF FLOWNOY			Account Holder Name UNDER CONSTRUCTION		
Phone 212 488-1744			E-mail GFLOWNOY@BTRPCOMPANIES.COM		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name DILEHE VILLA			Name		
Phone 212 488-1776			Phone		
Fax 212 679 4039			Fax		
E-mail DVILLA@BTRPCOMPANIES.COM			E-mail		
Address 767 3RD AVE 3RD FLOOR			Address		
City NEW YORK	State NY	Zip 10017	City	State	Zip

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: _____

Name of Property MAKEDONIA PLAZA			Address 37-22 UNION ST		
City FLUSHING	State NY	Zip 11354			
Electric Heat? Y/N			Electric Hot Water? Y/N		
# Units Occupied by: Sr. Citizens Disabled			Total # of Units 143		
Rent Stabilized	# Rent Controlled		# Rent-Regulated	# Market Rate	
# Low Income 143	# Section 8		# Landlord Assist Program	# Other	
Submeter / Billing Agent QUAD LOGIC			Address 33-00 NORTHERN BLVD.		
City LONG ISLAND CITY	State NY	Zip 11101	2ND FLOOR		
Contact Name DEV E TWARDOW			Contact Phone 212-930-9300	Contact Fax 212 930-9390	

Please return this form with 5 days to:

Mr. Jeffrey C. Cohen, Acting Secretary to the Commission
NYS Public Service Commission
3 Empire State Plaza
Albany, NY 12223
E-mail: secretary@dps.ny.gov

(Rev. 12/27/2012)

Changes in contact
information should
be submitted within
5 days of any
personnel change.

EXHIBIT 6



RENT STABILIZED LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORD

UNDER THE RENT STABILIZATION LAW (LOS DERECHOS Y RESPONSABILIDADES DE
INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name:

Owner's Address for Notices:

Renter's Name:

1. _____

SS# _____

Renter's Name:

1. _____

SS# _____

Renter's Present Address: _____

Address of Premises to Be Rented:

Apt. #: _____ Term of This Lease (Check one): _____ 1 year _____ 2 years *Monthly Rent: \$ _____

Security Deposit: \$ _____

Date of Lease: _____ Beginning: _____ Ending: _____

* If a preferential rent is being charged, the amount of the preferential rent is set forth in the attached rider.

1. HEADINGS: Paragraph headings are only for ready reference to
The terms of this lease.

2. CONDITION "AS IS": Renter acknowledges inspecting the
apartment prior to signing this lease and accepts the apartment in the
condition it is in as of such inspection. Renter acknowledges that the
apartment is free of defects. Owner warrants that the apartment and
building are fit for habitation and there are no conditions dangerous to
health, life or safety.

3. USE AND OCCUPANCY OF APARTMENT: The apartment is
to be used and occupied for private residential purposes only, as the
primary residence of Renter. The apartment may be occupied only by
Renter named in this lease, Renter's immediate family, or other
occupants in accordance with the applicable provisions of law. Renter
agrees that the apartment will be occupied only by the following
individuals, in addition to Renter:

Name(s)	Birth Date	Relation to Renter
---------	------------	--------------------

_____	_____	_____
-------	-------	-------

Renter is obligated to advise Owner, in writing, if any additional
occupant moves into the apartment. Such notice must be furnished by
Renter to Owner within 10 days of the date such additional occupant
moves into the apartment. The apartment may not be occupied by more
than the number of occupants permitted by §27-2075 of the Housing
Maintenance Code. The apartment may be occupied by one roommate.

4. RENTER'S POSSESSION OF APARTMENT: Owner shall not
be liable for failure to give Renter possession of the apartment on the
beginning day of the lease term. Rent shall be payable as of the
beginning of the term unless Owner is unable to give possession, in
which case rent shall be payable as of the date possession is available.
Owner must give possession within 30 days of the beginning day of the
lease term. If not, Renter may

Cancel this lease and obtain a refund of money deposited. Owner will
notify Renter as of the date possession is available. The ending date of
the lease term will not change in the event Owner is unable to give
possession as of the beginning of the lease term.

5. RENT, ADDED RENT, RENT ADJUSTMENTS: a. Rent
payments for each month are due on or before the first day of
each month at the address above or at a location designated by
Owner in writing. Notice from Owner to Renter that rent is due is
not required. The rent must be paid in full without deductions.
The first month's rent and added rent must be paid when Renter
signs this lease. b. Renter may be required to pay other charges
and fees to Owner under the terms of this lease. They are called
"added rent." This added rent will be payable as rent, together
with the next monthly rent due. If Renter fails to pay the added
rent on time, Owner shall have the same rights against Renter as
if Renter failed to pay rent. c. If this apartment is subject to the
rent stabilization laws, the rent and any surcharges to be paid
during the term of this lease may be adjusted, prospectively or
retroactively, pursuant to an order or directive of the New York
State Division of Housing and Community Renewal (DHCR).
Renter agrees to be bound by such determination, and to pay any
increase in rent in the manner specified by the agency. In the
event the applicable rent guideline has not been fixed by the Rent
Guidelines Board (RGB) by the date the lease is executed, the
rent provided for in this lease may be increased or decreased
retroactively to the commencement date of the lease consistent
with orders issued by the RGB. Added rent as defined herein shall
include, but is not limited to:

Renter agrees to pay the following surcharges pursuant to
§2522.9 and §2522.10 of the Rent Stabilization Code:

Air conditioner: _____ dryer: _____ N/A

Washing Machine: _____ N/A other: _____

Dishwasher: _____ N/A

6. FAILURE TO PAY RENT ON DUE DATE: Rent is due
by the first day of each month. Payment after the 15th day of each
month shall be considered a "late payment." Renter expressly
agrees and understands that three (3) or more late payments in any
twelve month period shall be deemed to be a failure to comply with
a substantial obligation of this lease and be grounds for the
termination of this lease and eviction of Renter by Owner.

7. FEE FOR LATE PAYMENT: Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$ 50.00 - per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

8. DISHONORED CHECK FEE: If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$15.00, in addition to the fee for late payment. This fee is added rent.

9. SECURITY: Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$ _____ which is equal to one month's rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 30 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to re-renting over the course of this lease.

10. SUBLETTING/ASSIGNMENT: Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235-f and §226-b. A sublet without consent or any assignment shall constitute a default of this lease.

11. SERVICES: Owner will provide services which are required by law. The following services and utilities are the responsibility of Renter unless otherwise indicated below:

Electricity:	Cable TV:
Gas: NO	Air Conditioning:
Telephone:	Other:

12. OWNER'S INABILITY TO PROVIDE SERVICE: If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.

13. REPAIRS: Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair or replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The

cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs incurred by Owner to remedy damages to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.

14. ACCESS: Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's sole discretion, and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a substantial violation of this lease.

15. LIABILITY OF RENTER: Renter shall pay all sums incurred by Owner, in the event Owner is held liable for damages resulting from any act by Renter.

16. FIRE AND CASUALTY DAMAGE: Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises is usable, Renter must pay rent for the usable part. If the premises are damaged where Owner feels that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions, the costs of the repairs shall be repaid to Owner by Renter as added rent.

17. RENTER DEFAULT: In the event Renter does not comply with any obligations of this lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, then Owner may terminate the tenancy and lease upon ten days written notice to Renter. Notwithstanding the foregoing, Owner shall not be required to give preliminary notice to Renter prior to initiating a non-payment summary proceeding except such notice as may be required by law. Any demand for rent may be made orally or in writing at the option of Owner.

18. EARLY TERMINATION OF LEASE: If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" (in an amount equivalent to monthly rent) until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is re-rented, whichever is sooner. After Renter vacates, Owner may re-rent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is re-rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the re-renting of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

19. LEGAL FEES (Owner's Option):

o In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.

20. NO JURY TRIAL: In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

21. NO COUNTERCLAIMS: In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.

22. RE-ENTRY: If Renter is dispossessed by legal action Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. Renter waives the right to re-enter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

23. ABANDONMENT: The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting, whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

24. WINDOW CLEANING: Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

25. COMMON AREAS: Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

26. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the building. Renter shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Renter shall not place any articles of refuse outside the apartment or outside the building except in safe containers and only at places designated by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to properly recycle.

27. KEYS: Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay to Renter the reasonable cost of the keys. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

28. NO PETS: Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.

29. SMOKE ALARMS: Renter acknowledges that the apartment being rented has smoke alarm(s) in proper working order.

30. WINDOW GUARDS: Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies this apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards.

31. PEELING PAINT: Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

32. END OF TERM-MOVING OUT: At the end of this lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

33. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

34. NOTICES: All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.

35. ALTERATIONS: At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner. If Renter is permitted and does install a window air conditioner, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.

36. DEPOSIT OF RENT: If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.

37. POOL AND RECREATION AREAS: Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees imposed by Owner.

38. TERRACES AND BALCONIES: The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony is part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a substantial

violation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or any addition on the terrace or balcony. If Renter does so, Owner has the right to remove and store them at Renter's expense.

39. BATHROOM AND PLUMMING FIXTURES: The bathrooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

40. ELEVATORS: All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

41. LAUNDRY: Laundry machines if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.

42. OBJECTIONABLE CONDUCT: Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other renters. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

43. NO PROJECTIONS: Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window.

44. MOVING: Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.

45. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY: Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

46. MILITARY STATUS: Renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.

47. PARTIES BOUND: This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to

succeed to the legal interest of Owner and Renter.

48. FORMS: Renter agrees to complete any and all forms that may be requested by Owner from time to time.

49. SUBORDINATION: The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

50. SINGULAR/PLURAL and JOINT/SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the apartment, their obligations shall be joint and several.

51. CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.

52. CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining 'Owners' properties.

53. NO WAIVER: The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

54. CREDIT REPORTS: Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.

55. GUARANTOR: If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guarantee is a material term and condition of the lease. The failure to continue the guarantee negates Owner's obligation to enter into a renewal lease.

56. ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain In effect.

Owner/Agent (on behalf of Owner)

Tenant:

Tenant:

Riders

- **Window Guard Notice** (Mandatory.)
- **Lead Disclosure Notice** (Mandatory)
- **Pending Application for Rent Increase Rider** (Fill out if Owner has an application pending for a major capital improvement increase with DHCR.)
- **Tax Benefits Rider (J-51)** (Fill out if Owner is receiving tax benefits under § 11-243 of the Administrative Code, formerly known as "J-51".)
- **Tax Benefits Rider (421-a)** (Fill out if Owner is receiving tax benefits under §421-a of the Real Property Tax Law.)
- **Preferential Rent Rider** (Fill out if Owner is charging less than the legal regulated rent.)
- **Guarantee Of Payment** (Must be signed by guarantor.)
- **Rent Stabilization Lease Rider** *Attached separately* (Mandatory if apartment is subject to Rent Stabilization Law.)
- **Other** _____

APPENDIX A

WINDOW GUARDS REQUIRED Lease Notice to Tenant



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
Rudolph W. Giuliani Neal L. Cohen, Sr.
Mayor Commissioner

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if you ask him to install window guards at any time (you need not give a reason;

OR

If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

- ☐ CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH
I HAVE NO CHILDREN 10 YEARS OF AGE
OR YOUNGER

Tenant (Print)

Tenant's Signature

Date

Tenant's Address

Apt. No

RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

*For Further Information Call:
Window Falls Prevention (212) 488-1746*

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health Hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based Paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning Prevention.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) Lessee's Acknowledgment (initial)

☐ Lessee has received copies of all information listed above.

☐ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

(d) Agent's Acknowledgment (initial)

☐ Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852(d), and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessee/Renter

Date

Agent/Owner

Date

Rider to Lease: Submetering

37-22 Union Street, Flushing, New York, NY 11354

1. The Resident acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility or energy services company will be the provider of electricity to this building (the Building) and that Owner will be paying the charges for such electricity directly to this entity (or its successor), the Resident will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Resident by Owner (or its agent) on a monthly basis. The charges to the Resident for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner shall afford the Resident all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service is commenced.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Resident's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total cost.

The Con Edison Service Classification SC-1 rate is a combination of various items, including:

Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current New York State (NYS) sales tax.

The following is an example of the formula that will be used to derive the Resident's electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times .045000	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Resident Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

Quadlogic, as the Owner's electric billing company, will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR § 96.6 [j]).

3. If the Resident has a question about the electric bill or believes it is inaccurate, the following protocol will be followed: please contact the Owner through its property manager, Dillette Villa, by telephone at (718) 363-0009, by mail at 767 Third Avenue, 33rd floor, New York, NY 10017, or by email at dvilla@brpcompanies.com. The property manager shall investigate and respond to the Resident in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Resident shall be advised of the disposition of the complaint and the reason therefore. If the Resident and the property manager cannot reach an equitable agreement and the Resident continues to believe the complaint has not been adequately addressed, then the Resident may file a complaint with the Public Service Commission (PSC) through the Department of Public Service. Alternatively, the Resident may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service (DPS), 3 Empire State Plaza, Albany, New York 12223, by telephone at 800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

4. The Resident will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, www.dps.ny.gov. The Resident may contact the PSC at any time if you are dissatisfied regarding the Owner's response to your complaint or at any time regarding submetered service.
5. The Resident may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Resident shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Resident has difficulty paying the electric bill, you may contact the property manager by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Resident can show financial need, the property manager can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of the Resident's payment history, the Owner will continue electric service if your health or safety is threatened. When the Resident becomes aware of such hardship, the property manager can refer you to the Department of Social Services. Please notify the property manager if the following conditions exist:
 - (a) **Medical Emergencies.** The Resident must provide a medical certificate from a doctor or local board of health; or
 - (b) **Life Support Equipment.** If the Resident life support equipment and a medical certificate.
8. Special protections may be available if the Resident and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Resident is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Resident may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Resident also has certain additional rights assured by HEFPA.
12. Any submetering refunds will be credited to a submetered Resident affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Resident.

13. The Resident agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. The Resident shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
14. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by the Resident or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Resident or any other occupant for any loss, damage, cost, or expense that the Resident or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Resident's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Resident shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner (or its agent) fails to deliver a bill to the Resident for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to the Resident, nor shall any such failure relieve or excuse the Resident from having to pay to such bill, except as may otherwise be provided by applicable law.

EXHIBIT 7

Macedonia Plaza Development LLC
767 Third Avenue, 33rd Floor
New York, NY 10017

March 8, 2013

Mr. David DeSanti
General Manager, Central Energy Services
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

**Re: Notice of Intent to Submeter Electricity at a Building Located 37-22 Union
Street, Flushing, NY 11213**

Dear Mr. DeSanti:

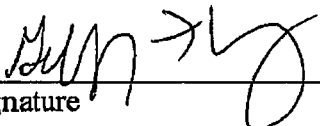
Please be advised that on March 8, 2013, Macedonia Plaza Development LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice.

Thank you for your attention in this matter.

Sincerely,

Macedonia Plaza Development LLC



Signature

By: Geoff Flourenoy, Managing Member
Name (printed), Title

Macedonia Plaza Development, LLC
Company Name

cc: John T. McManus, Esq.
Sara Schoenwetter, Esq., Asst. General Counsel
Consolidated Edison Company of New York, Inc.

EXHIBIT 8

ENERGY SAVING IDEAS

Conserve Energy. Save Money. Protect the Environment.

What can you do to lower your electric bill? Quadlogic has put together the following guidelines to help you conserve energy and lower your electric bill. This information was collected from various sources*, and is intended to show you how easy it can be to make a few changes that won't have a big impact on your lifestyle but *will* have a big impact on your electric bill.

LIGHTING

- ❖ Replace ordinary light switches with dimmers. Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.
- ❖ Replace ordinary incandescent bulbs with new compact fluorescent bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy.
- ❖ Use timers to turn off lights when you're away from home. That saves energy and adds security to your home.
- ❖ Use lower wattage bulbs whenever you can. Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.
- ❖ Replace ordinary switches with motion sensors. Motion sensors monitor a room for the presence of people. When someone enters the room, lights go on automatically so you don't light an unoccupied room.

APPLIANCES

- ❖ Choose Energy Star appliances, which use considerably less energy than other appliances.
- ❖ Use your refrigerator as efficiently as possible by keeping the condenser coils clean.
- ❖ Use washers, dryers and dishwashers efficiently. Every time these appliances go through a cycle, they use very nearly the same amount of energy whether empty or full. So cleaning with full loads makes for best efficiency and best value on your energy dollars.
- ❖ Switch off the "instant on" feature in electronic devices. Many electronic products have an "instant on" circuit that uses energy continuously, even when the device is turned off. On some electronic devices, you can choose to turn it off.

COMPUTER & HOME OFFICE EQUIPMENT

- ❖ Turn your computer off when it is not in use. Much of the energy use associated with computer is wasted because PC's are often left on when not in use, including nights, weekends, and even extended periods of inactivity during the day.

- ❖ Turn off your display device or monitor. Monitors consume a significant portion of the energy used by PC's.
- ❖ Use a laptop. A typical laptop computer has a maximum power consumption of 15 watts, and extensive power management capabilities. A typical desktop PC, with display consumes about 10 times that or 150 watts, and has limited power management features. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- ❖ Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%.
- ❖ Select a fax machine with power management capabilities. Fax machines are generally turned on 24 hours-a-day to receive incoming faxes. However, they are typically in use for only 5% of the total time they are turned on. Fax machines with power management features can reduce energy costs by almost 50%.

AVERAGE ANNUAL ENERGY CONSUMPTION			
Equipment	Conventional Products	Energy Saving Products	Potential Energy Savings
Desktop PC's	500 kWh	250 kWh	50%
Fax Machines	300 kWh	135 kWh	55%
Laser Printers	750 kWh	270 kWh	65%
Copier (Medium)	1200 kWh	535 kWh	55%
Copier (Large)	2800 kWh	1200 kWh	55%

You may find "Energy Star" appliances at your local retail stores:

USEFUL LINKS

www.sears.com
www.circuitcity.com
www.bestbuy.com
www.pcrichard.com
www.allcityappliance.com

OTHER HELPFUL HINTS

- ❖ Stop drafts coming in near doors, windows, or air conditioners. Drafts make the heating and cooling systems work harder therefore costing you more money.
- ❖ Stop leaks at faucets, toilets, tubs, and showers. If the leak is from hot-water faucets, it wastes the energy from your hot water heater and costing you more money.

* Sources: Con Edison, LIPA, Orange and Rockland, NYSEDA, Niagra Mohawk, Southern California Edison.